

TERMS & CONDITIONS

1. GENERAL

MasterFire Life Safety Systems ("the Supplier") sells its Goods and provides its Services (as defined below) in accordance with the following terms and conditions which shall apply to every such sale and supply, except to the extent stated and/or as varied in writing by a Director of the Supplier, and to the exclusion of any conflicting terms and conditions submitted by the Client (as defined below)

2. DEFINITIONS

Within these Terms and Conditions the following expressions shall have the following meanings.

- 2.1.1 'The Client'** shall mean the person firm or company who has requested the Supplier to provide Goods or Services or with whom the Supplier contracts for the provision of Goods and/or Services.
- 2.1.2 'The Goods'** shall mean the apparatus, materials or equipment (including any part thereof, any instalment of the Goods or any parts for them), which the Supplier agrees to supply to or to the order of the Client.
- 2.1.3 "Group"** shall mean, in respect of either the Client or the Supplier, that party's group composed of that party, its holding company (if any), and all subsidiary companies of that party and of that party's holding company (if any).
- 2.1.4 'Commissioning Works'** shall mean the Supplier's commissioning engineer setting to work the Goods.
- 2.1.5 'CDPA'** means the Copyright Designs and Patents Act 1988 as the same may be amended, extended or re-enacted from time to time.
- 2.1.6 'Incoterms'** shall mean the international rules for the interpretation of trade terms of the International Chamber of Commerce, 2000 edition (ICC publication no. 560).
- 2.1.7 'Intellectual Property Rights'** shall mean patents, registered and unregistered designs, copyright, trade marks, database rights and all other intellectual property protection wherever in the world enforceable.
- 2.1.8 'The Supplier'** shall mean MasterFire Life Safety Systems.
- 2.1.9 'Services'** shall mean the services which the Supplier agrees to supply to or to the order of the Client.
- 2.1.10 'Terms'** shall mean these Terms and Conditions of Sale and Supply.
- 2.1.11 'Agreement'** means the Estimate (and the Specification referred to in it), the Acceptance together with these Terms and Conditions.
- 2.1.12 'Completion Date'** in the case of an installation means the date when the original installation of The Goods has been completed by the Supplier

signified by the Supplier's Certificate which shall be conclusive evidence, and in the case of supply only means the date on which the equipment is delivered to the Client.

2.1.13 'Normal Working Hours'

means the hours of 8.30 a.m. to 5.00 p.m. Monday to Friday (subject to alteration by the Company) except for Public and National Holidays.

3 PRICES

- 3.1** The Supplier's prices for Goods/Services are subject to change without notice. Subject to clause 3.3, the actual price to be paid for the Goods will be as the current list price ruling at the time of despatch (plus the charges for carriage, packing and insurance which are payable in accordance with clause 4.
- 3.2** All prices and other charges payable hereunder are exclusive of Value Added Tax, which shall be payable by the Client at the applicable rate.
- 3.3** The Supplier reserves the right, by giving written notice to the Client at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any change in relevant legislation, foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to give the Supplier adequate information or instructions.
- 3.4** All estimates are valid for a period of 30 days - otherwise prices are subject to those ruling on date of delivery. All estimates are based on normal working hours. Prices quoted do not include for re-decoration.

4 CARRIAGE AND PACKING

- 4.1** Carriage and packing will be included in the price of the Goods on orders of value in excess of £350.00. This value will be subject to annual review by the Supplier. The Client shall be liable to pay the Supplier's charges for transport, packaging and insurance in all other cases.
- 4.2** All orders will normally be consigned by road or rail carriage paid at goods rates for a three day delivery.
- 4.3** When Goods are despatched by passenger-train, Securicor, or special carrier at the Client's request, or in accordance with any other special instructions of the Client, any costs of such carriage incurred by the Supplier will be charged on invoice to the Client irrespective of the value of the order. The Supplier will use its best endeavours to meet any special request for early special delivery but accepts no liability whatsoever in this respect.
- 4.4** Notwithstanding any other provision of this clause 4, where the Goods are for export, the costs of packing, carriage and insurance shall be payable in accordance with the terms agreed between the Supplier and the Client, and otherwise subject to and in accordance with these Terms.

4.5 The Supplier shall replace or repair free of charge any Goods lost or damaged in transit (where the Goods are at the Supplier's risk during transit) provided both the carrier and the Supplier are advised in writing (otherwise than upon carrier's documents) within seven days of issue of advice note or invoice in case of non-delivery or within three days of delivery in case of damaged Goods. The Supplier is free to use the most economical means of delivering the goods. For goods valued at £20 or less the Supplier will use the Royal Mail for which no proof of delivery will be available.

5. DELIVERY

- 5.1** The Supplier will endeavour to effect delivery and where applicable complete installation as soon after receipt of an order as is possible but cannot accept any responsibility or liability whatsoever for any claim arising in connection with any delay in delivery or installation unless agreed by the Company in writing.
- 5.2** The time required to enable the Supplier to provide its Goods and Services to the Client is set out within the Supplier's quotation.
- 5.3** Any additional works required by the Client must be instructed to the Supplier in writing at a cost to be agreed in writing. Such additional works shall be fully chargeable by the Supplier and provided upon and subject to these Terms, and the Client shall pay such additional costs.
- 5.4** In the event that the Client fails to instruct the Supplier in accordance with the above then the Supplier shall incur no responsibility for penalties or damages howsoever arising in consequence of such additional works either not being undertaken or their not being undertaken at any particular time.
- 5.5** The Client shall be responsible for providing the Supplier with unimpeded access to any premises where the Goods/Services are to be delivered or provided with all services available to the Supplier to enable it to discharge its responsibilities effectively and on time.

6 TERMS OF PAYMENT

- 6.1** Unless otherwise stated in writing by the Supplier, the Client shall pay for any Goods or Services supplied within thirty days from the date of invoice there for. Payment of the Supplier's charges shall be made less any discount to which the Client is entitled and which has been agreed by the Supplier, but without any other deduction or set off whatsoever. The Supplier shall be entitled to recover the price notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Client. The time of payment of the price shall be of the essence of the contract.
- 6.2** All payments are due immediately on delivery of goods or completion date whichever is applicable. If any payment due or part thereof is more than 30 days in arrears then interest will be payable thereon at the rate of 7% per annum above the base rate of Bank Of Ireland from time to time from the due date for payment until the date of actual payment both before and after judgment and the Company shall not be bound to perform this Agreement without prejudice to its rights to recover any sum due hereunder.
- 6.3** Where the Supplier is engaged to carry out work or Services over a period exceeding four weeks it may, at its discretion, instead of VAT invoices, issue applications for payment to the Client at periodic intervals which shall fall due for payment thirty days from the date of application, subject to clause 6.4, but which otherwise shall be subject to all of the payment terms in these Terms
- 6.4** Upon its receipt of an application for payment from the Supplier, the Client shall:

- 6.4.1 pay the charges the subject of the application including the VAT payable in respect thereof within 30 days of the date of the application; or
- 6.4.2 forthwith provide a payment certificate in respect of the charges (including the VAT element) to the Supplier. In this event the Supplier shall issue a VAT invoice to the Client in respect of such charges, which the Client shall pay in full within 30 days of the date of the invoice, to the extent it has not already paid such charges; or
- 6.4.3 pay the amount of the charges the subject of the application exclusive of VAT within 30 days of the date of the application. In this event the Supplier shall issue a VAT invoice in respect of the charges and the Client shall pay the VAT the subject of the VAT invoice to the Supplier within 30 days of the date of the invoice

7 SUSPENSION OR CANCELLATION OF DELIVERY

- 7.1 The Supplier reserves the right to suspend delay or cancel the delivery of some or all the Goods/Services or require advance payment for them if the Client is or reasonably appears unable to pay its debts and in those circumstances the Supplier shall also retain any other rights it has against the Client. The Supplier shall further be entitled to cancel the Client's order by notice to the Client and without liability to the Client in the event of any change (after acceptance by the Supplier of such order) to any instrument or measures referred to in acts ,restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority which affects the Supplier's ability to perform the contract in accordance with the order and these Terms (including without limitation where the change results in increased costs to the Supplier).
- 7.2 The Supplier shall be entitled to postpone any commissioning activities until full payment for the relevant Goods and Services has been received by the Supplier, in accordance with these Terms.
- 7.3 The Supplier shall be entitled to postpone the issue of any certification, manuals, drawings or the like until full payment has been received by the Supplier, in accordance with these Terms.
- 7.4 If the Client fails to make any payment on the due date then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel the contract or suspend any further deliveries to the Client.
- 7.5 Cancellation of any contract by the Client shall be permitted by express agreement of the Supplier only. In the event of any such cancellation the Client shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.
- 7.6 Should the Client as a result of actions set out in Clauses 7.1 to 7.5 incur penalties or damages through any subsequent third party arrangements or agreements, the Supplier shall not be held responsible or liable nor shall the Supplier accept any charges resulting from any such penalties or damages.

8. WARRANTY AND LIABILITY

- 8.1** During the period of twelve months from the date of Commissioning Works, any defect or fault is discovered in any Goods, in the Supplier's sole opinion (acting reasonably), to faulty material or sub-standard workmanship, the Supplier warrants to the Client that it will make good the defect by, at its discretion, repair or replacement, without charge to the Client PROVIDED that notice is given to the Supplier by the Client immediately on the Client's discovery of any defect and the defective Goods or parts thereof are forwarded to the Supplier, carriage paid and suitably packed. Where the Supplier complies with its warranty under this clause the Supplier shall have no further liability to the Client in respect of the defect or defects concerned
- 8.2** In the case of Goods which are not of the Supplier's manufacture, it will pass on only those terms of warranty or guarantee passed to it by the manufacturer of such Goods.
- 8.3** The Supplier's responsibility in the case of any defect is limited to the cost of making good such defect in its workshop, or, at its discretion replacing the affected Goods or parts thereof, in accordance with the terms of the Warranty.
- 8.4** The Warranty does not apply to defects arising from ordinary wear and tear, misuse, neglect, failure to follow the Supplier's instructions (whether oral or in writing), alteration or repair of the Goods without the Supplier's approval, abnormal working conditions, or wilful damage, or from circumstances over which the Supplier has no control, or from any drawing, design or specification supplied by the Client.
- 8.5** All Goods supplied under these Terms which are not installed by the Supplier shall, upon their installation by the Client or by the ultimate user, be tested to ensure that they are installed correctly and in working order. In the case of installation by the Client, the Client shall keep records of such tests on an appropriate test report as prescribed by the relevant British standards and/or recommended by the manufacturer of the Goods; in the case of installation by the end user who is not the Client, the Client shall ensure as far as possible that such records are kept by the end user. The Supplier shall not be liable for any defects or damage arising out of incorrect installation or bad workmanship by any party other than itself.
- 8.6** Except to the extent that the Goods constitute electrical apparatus that is not digitally signalled, the Warranty shall only apply when the Supplier commissions the Goods supplied to the Client.
- 8.7** The Supplier shall be under no liability under the Warranty (or any other warranty, condition or guarantee) if the total price for the Goods and/or Services has not been paid by the due date for payment.
- 8.8** Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.9** Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Client are not affected by these Terms.

9 LIMITS OF LIABILITY

The following provisions set out the entire liability of the Supplier, its servants or agents, to the Client in respect of any breach of its contractual obligations under this Agreement and

any representation, statement, tortious act or omission including negligence arising from or in connection with this Agreement.

Any such act shall for the purpose of this Clause be known as an event of default:-

THE CLIENT'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE.

1. The Supplier's liability to the Client shall not be limited for:
 - a) death or personal injury resulting from its own, or that of its employees, servants or agents, negligence;
 - b) breach on the part of the Supplier of any condition or warranty as to title implied by the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982.
2. Subject to the provisions of Clause 1 above the Supplier's entire liability in respect of any act or default shall be limited to £150,000
Subject to Clause 1 above the Supplier shall not be liable to the Client in respect of any event of default for loss of profits, good will or any type of special indirect or consequential loss even if such loss was foreseeable by the Company and/or the Company had been advised of the possibility of the Client incurring the same.
The Supplier shall have no liability to the Client for any loss, costs, expense, liability or other claim for compensation arising from any documents or other materials and any data or other information provided by the Client relating to the Goods or any instructions (whether written or oral) supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or arising from their late arrival or non-arrival or any other fault whatsoever (whether by act or omission or otherwise) that is attributable to the Client. Nothing in this Clause shall confer any right of remedy upon the Client to which it would not otherwise be legally entitled.

10 CREDIT

- 10.1** Any Client order is accepted subject to the Client's credit and/or that of its key personnel, representatives, or individual partners ("Key Individuals") as determined by the Supplier being approved by the Supplier. The Supplier may transfer personal information provided by or on behalf of the Client about it or any Key Individual, to the Supplier's bankers/financiers and credit reference agencies, for the following purposes: obtaining credit insurance; making credit reference agency searches; credit control; assessment and analysis (including credit scoring, market, product and statistical analysis); securitisation; protecting the Supplier's interests
- 10.2** The Supplier shall provide the Client and/or the Key Individual concerned with details of the Supplier's bankers/financiers and those of any credit reference agencies used by the Supplier in relation to the Client or that Key Individual, upon request. The Supplier will also process the personal data referred to above for the purposes of generally running the Client's account and providing the Goods and/or Services.
- 10.3** The Supplier may in its absolute discretion at any time prior to delivery require payment of the price in whole or in part before making delivery to the Client. In all other cases the Supplier shall invoice the Client for the price of the Goods/Services on or at any time after their delivery, unless the Client wrongfully fails to take delivery, in which event the Supplier shall be entitled to invoice the Client at any time after the Supplier has tendered delivery.
- 10.4** The Supplier shall only deliver Goods and Services to the Client after satisfactory credit approval has been received by the Supplier or pro-forma payment has been received in cash or cleared funds.

11 PASSING OF PROPERTY AND RISK

- 11.1** All Goods supplied by the Supplier shall remain the Supplier's absolute property until all amounts owing to the Supplier for the relevant Goods and any other Goods and/or Services agreed to be supplied by the Supplier to the Client, have been paid in full in cash or cleared funds.
- 11.2** Risk in the Goods passes to the Client on delivery, or where the Client wrongfully fails to take delivery of the Goods, upon the Supplier's tendering delivery.
- 11.3** Should the Client resell the Goods without having paid all amounts outstanding to the Supplier then the Client agrees to hold any proceeds of sale or sufficient part thereof to pay all amounts outstanding to the Supplier, as Trustee for the Supplier.
- 11.4** Until such time as the property in the Goods passes to the Client, the Client shall hold the Goods as the Supplier's fiduciary agent and bailee, and shall keep the Goods separate from those of the Client and third parties and properly stored, protected and insured and identified as the Supplier's property, but the Client may resell or use the Goods in the ordinary course of its business.
- 11.5** The Supplier shall be entitled at any time to repossession and to enter upon the Client's premises or where the Goods and products may be with such transport as may be necessary and to repossess any Goods or products which remain the Supplier's property.
- 11.6** Nothing in these Terms shall confer any right upon the Client to return any Goods sold or to refuse or delay payment there for unless otherwise agreed by the Supplier.
- 11.7** Where Goods or products in which the Supplier has property are attached to or stored within any premises other than the Client's premises the Client will secure from the owners or occupiers of such premises the Client's right of entry to such premises and preserve notwithstanding termination of the Client's right of entry to such premises, the Supplier's right to enter those premises for the purpose of repossession of the Goods and products still in the Supplier's ownership.

12. CONDITIONS OF CLIENT'S ORDERS

- 12.1** The Supplier shall only accept the Client's order subject to these Terms, except as otherwise agreed in writing by an authorised person or director of the Supplier.
- 12.2** Acceptance of an order shall be by means of any written acknowledgment by an authorised Client shall be deemed to be accepted by the Supplier otherwise than in accordance with this clause 12.2.
- 12.3** The Client shall be responsible to the Supplier for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Client, and for giving the Supplier any necessary information relating to the Goods/Services within a sufficient time to enable the Supplier to perform the contract in accordance with its terms.

13. DESIGN

- 13.1** Any design undertaken by the Supplier which is associated with the Goods is based upon information and details provided by the Client and is carried out in good faith.
- 13.2** Details of documentation and details provided by the Client upon which any design is based are set out in the Supplier's quotation.
- 13.3** In the event of the Client failing to provide the Supplier with all details necessary to provide an accurate design the Supplier shall incur no responsibility or penalty for any failure associated with or arising from any design produced nor shall the Supplier be liable for any damages arising whether in contract or tort, except as otherwise provided under these Terms.
- 13.4** The Client is responsible for all design approvals including without limitation Fire Officer Licensing Public and Local Authority approvals.
- 13.5** Any drawings or designs issued by the Supplier to the Client for approval shall be deemed to have been approved without reservation by the Client if no comment is made in respect thereof in writing within a period of fourteen days from the date of issue to the Client. Responsibility for any failure of any design to meet any criteria shall rest with the Client or other person approving any design.
- 13.6** The Supplier upon receipt of written instructions from the Client will submit any of its designs for a system to the relevant Fire Officer Licensing Public or Local Authority for approval upon behalf of the Client, without prejudice.
- 13.7** Siting of field devices on any design drawing of the Supplier is expected to give the audibility or intelligibility levels required by B.S.5839. The Supplier cannot however guarantee the attainment of such levels and upon completion of any installation and audibility/ intelligibility tests it may be found that additional field devices may be required to meet the levels required. In the event that additional field devices are required to enable any installation to meet a particular standard the Supplier will supply them at prices ruling at date of dispatch upon receipt of the Client's supplemental order and upon and subject to these Terms.
- 13.8** The Supplier shall not incur any liability for non conformance or non compliance in the event that the performance of the Goods is affected by circumstances not made known to the Supplier at the time of issuing any design including without limitation the acoustic qualities of any structure, the siting of machinery, plant, furniture, or fittings or the interior qualities or structure of any building.
- 13.9** In the event that additional work and/or materials are required to any installation to achieve any particular standard in consequence of any circumstance not made known to the Supplier at the date of its quotation, the Supplier shall be entitled to charge for all such additional work and/or materials, which charges shall be payable by the Client in accordance with the payment terms set out in these Terms.
- 13.10** If the Goods are to be manufactured or any process is to be applied to the Goods by the Supplier in accordance with a specification submitted by the Client, the Client shall indemnify the Supplier against all loss, damages, costs and expenses awarded against or incurred by the Supplier in connection with, or paid or agreed to be paid by the Supplier in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Supplier's use of the Client's specification.

14. INSTALLATION

- 14.1** The time required to enable the Supplier to provide its Goods and Services to the Client is set out with the Supplier's quotation.
- 14.2** Any additional works required by the Client must be instructed to the Supplier in writing at a cost to be agreed in writing. Such additional works shall be fully chargeable by the Supplier and provided upon and subject to these Terms, and the Client shall pay such additional costs in accordance with Clause 6.
- 14.3** In the event that the Client fails to instruct the Supplier in accordance with clause 14.2 above then the Supplier shall incur no responsibility for penalties or damages howsoever arising in consequence of such additional works either not being undertaken or their not being undertaken at any particular time.
- 14.4** The Client shall be responsible for providing the Supplier with unimpeded access to any premises where the Goods/Services are to be delivered or provided with all services available to the Supplier to enable it to discharge its responsibilities effectively and on time.
- 14.5** The Supplier's quotation for any installation is prepared upon the basis of the following requirements namely that:
- 14.5.1** electrical power and lighting to and for any works to be undertaken by the Supplier will be provided to the Supplier free of charge.
- 14.5.2** scaffolding as necessary will be provided for the Supplier free of charge.
- 14.5.3** use of welfare storage and administration facilities on sites away from the Supplier's Head Office will be provided to the Supplier free of charge.
- 14.5.4** builders work in connection with any of the Supplier's Goods and Services will be provided free of charge by the Client including the costs of making good.
- 14.5.5** containment equipment such as cable trays trunking channels and the like will be provided free of charge by the Client for the Supplier's wiring, cables and equipment; and
- 14.5.6** the Supplier will only provide to the Client the documents stated within the Supplier's quotation.
- 14.6** In the event that the Client fails to issue to the Supplier a Practical Completion Certificate when any installation works are completed then the date of practical completion shall be deemed to be the date of setting to work the Goods supplied.
- 14.7** The Client shall witness that any installation by the Supplier works correctly and in accordance with the Client's requirements and that the installation is fit for the purpose required by the Client.

15. COMMISSIONING

- 15.1** Where the Client is to fix Goods provided by the Supplier and the Supplier is to Commission the Goods:
- 15.1.1** the Client shall ensure that the whole of the works to be commissioned are available to the Supplier to enable the Supplier to carry out the Commissioning works in one continuous operation; and

- 15.1.2** the Supplier shall be entitled to charge and the Client shall pay the Supplier standing time and additional costs at the Supplier's stated daily commissioning rate or multiples thereof incurred if the works to be commissioned are incomplete or not available to the Supplier on the date stated for commissioning or if the commissioning works are delayed or interrupted due to the fault of the Client.
- 15.2** The Supplier will carry out commissioning works during any normal working hours, being 7.5 hours on weekdays between 08.30 hours and 17.30 hours Monday to Friday inclusive.
- 15.3** In the event that the Client requires Commissioning works outside normal working hours it must issue to the Supplier an amendment to the Application for Commissioning. Commissioning works that take place outside the hours stipulated in clause 15.2 above, shall be chargeable at the Suppliers premium rate table.
- 15.4** The Supplier's quotation for Commissioning is prepared upon the basis that they shall be provided by the Client free of charge to the Supplier for use by the Supplier's Commissioning Engineer:
- 15.4.1** mains and temporary power;
- 15.4.2** scaffolding and access equipment;
- 15.4.3** storage and welfare facilities;
- 15.4.4** as fitted installation drawing/installation schematic drawings; and
- 15.4.5** installers test sheets and attendance by a representative of the Installer.
- 15.5** The Supplier shall not be required to complete any commissioning works unless there is a representative of the Installer present during the process of commissioning.
- 15.6** The Client shall be responsible for witnessing the works of commissioning and signature on completion certifying that he/she/its authorised representative has witnessed the satisfactory operation of the Goods. In the event that the Client fails to do so, the Warranty in clause 8 shall not be available or apply in respect of the Goods.

16 CONSENTS

Where applicable the Client shall be responsible for obtaining and paying for all consents that may be necessary to install the equipment to the requirements of the Subscriber and the satisfaction of the Company.

17. RIGHT OF ASSIGNMENT

The Supplier shall be entitled to assign all or any of its rights under this Agreement and to perform any of its obligations through sub-contractors. The Client's rights under this Agreement are not assignable or transferrable without the prior written consent of the Supplier.

18. RETENTION OF TITLE

Until such time as the Client has paid all sums due to the Supplier whether under this Agreement or otherwise, the whole right, title or interest both legal and equitable, in and to the Goods shall remain in the Supplier, but the Goods shall be at the Client's risk once installation in the premises has commenced. Without prejudice to any other rights which the supplier may have, the Supplier may repossess, re-sell or trace any equipment or the proceeds of sales in the Client's hands or in the hands of any trustee in bankruptcy, liquidator or receiver at any

time after any payment has become due or immediately upon or after the commencement of any proceedings involving the Client; for such purpose the Supplier's servants or agent may enter the premises of the Client where the Supplier has reason to believe any such goods are.

16. FITNESS FOR PURPOSE

The Client must satisfy itself that the Goods supplied are fit for its purpose, as this is not guaranteed by the Supplier, and all warranties save those expressly set out in these Terms are hereby excluded to the fullest extent permitted by law.

17. THIRD PARTY CHARGES

The Subscriber shall indemnify the Company against any charges raised by the Police, Fire or other appropriate Authorities or any third party against the Company as a result of the Company providing the services.

18. RIGHTS OF THIRD PARTIES

The provision and rights given by the Contracts (Rights of Third Parties) Act 1999 do not apply to this Agreement.

19. SET OFF

The Client shall not be entitled to set off any amounts due from the Supplier against any one contract or against any other contract made with the Supplier.

20. HEADINGS

The headings in these Terms are for guidance only and shall not be used in any way in the interpretation of their meanings.

21. PROPER LAW

These Terms and any contract of which they form part shall be governed and construed in accordance with English Law and the Client and the Supplier submit to the non exclusive jurisdiction of the English Courts.

22. ERRORS – OMISSIONS

In the event that any quotation by the Supplier is found to contain an error or omission then the Supplier reserves the right to amend the same without any liability.

23. WAIVER

No waiver by the Supplier of any breach of the contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

24. INSOLVENCY OF SUBSCRIBER/TERMINATION

24.1 This Clause shall apply if:-

- (a) any distress or execution shall be levied on the Client's assets or if the Client shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or an administration order shall be presented or made against the Client or if the Client is a limited company and any resolution or petition to wind up the same (other than for the purposes of solvent reconstruction or amalgamation) shall be passed or served or an administration order be made or if a receiver or administrator be appointed of the Client's assets and undertaking or any part thereof;
- (b) the Client shall commit any breach of this Agreement or any payment shall be in arrears the Supplier may forthwith by notice in writing to the Client determine this Agreement without prejudice to its rights to recover any sum due hereunder and the Supplier shall thereupon at its discretion be entitled to terminate any other outstanding contract with the Client;
- (c) the Client ceases or threatens to cease to carry on business;
- (d) the Supplier is unable to purchase or maintain appropriate insurance cover either at all or at a cost acceptable to the Supplier;
- (e) the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client or if in the opinion of the Supplier serious doubts arise as to the solvency of the Client.

24.2 If this Clause applies then without prejudice to any other right or remedy available to the Supplier:-

- (a) the Supplier shall be entitled to terminate this Agreement or suspend any performance of services hereunder without any liability to the Supplier;
- (b) any entitlement of the Client to use the Goods installed but not paid for in full shall terminate forthwith;
- (c) the Client shall allow the Company to sever the Goods from other property and to repossess and to resell any part thereof not paid for in full; and
- (d) if the Goods have been installed but not paid for in full by the Client, the price therefore shall become immediately due and payable notwithstanding any agreement to the contrary reached between the Client and the Supplier prior to any event referred to in paragraph 1 of this Clause.

24.3 Without prejudice to any of the Supplier's rights to claim damages the Client will on termination or cancellation of this Agreement for whatever reason, or if the Client cancels, extends or delays or purports to cancel, extend or delay the Agreement or fails to accept installation of the Goods, indemnify the Supplier against all loss, costs, damage or expense incurred by the Supplier in connection with the non-performance of the Contract.